

**REQUEST FOR PROPOSAL  
FOR**

Environmental Engineering Testing  
at the Clancy Library Building

**FOR THE  
JEFFERSON COUNTY LIBRARY BOARD**

# TABLE OF CONTENTS

## Page

Schedule of Events.....	2
Section 1 - General Information.....	3
Section 2 - Scope of Project.....	9
Section 3 - Vendor Qualifications.....	9
Section 4 - RFP Form.....	10
Section 5 - Evaluation Criteria.....	10
Appendix A - Standard Contract.....	12

## **SCHEDULE OF EVENTS**

Event Environmental Engineering Testing RFP

RFP Released: May 13, 2009

Deadline for Receipt of Written Inquiries: May 25, 2009

Written Responses Distributed: May 28, 2009

Proposal Due Date : June 3, 2009 4:00 p.m.

Vendor Interviews / Demonstrations: May 20, 2009 10 AM

Call for Best and Final Offers: will be announced if required

Final Offer Due Date: will be announced if required

Intended Date for Contract Award: June 10, 2009

### **NOTICE**

From the issuance date of this RFP until a Contractor(s) is selected and the selection is announced, offerors are not allowed to communicate with any State staff or officials regarding this procurement, other than interviews, demonstrations, and/or site visits, except at the direction of Susan Haran, the designated representative of the Jefferson County Library Board.

# **SECTION 1**

## **GENERAL INFORMATION**

- 1.0** The Jefferson County Library Board is pleased to invite you to submit a proposal for environmental testing of asbestos, mold and structural integrity, specified herein. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

### **1.1 Request for Proposal Standard Information**

This Request for Proposal is issued in accordance with Section 18-4-304, Montana Codes Annotated (MCA) and Administrative Rules of Montana 2.5.602 (ARM). The RFP process is a procurement option allowing the award to be based on stated criteria and evaluation factors. The RFP states the relative importance of all evaluation factors. No other evaluation criteria, other than as outlined in the original Request for Proposal, will be used.

#### **1.1.1 Receipt of Proposals and Public Inspection**

Upon receipt of proposals, all marked trade secrets and company financial information will be removed from the proposals and provided only to the evaluation committee members or persons participating in the contracting process (see "Claims to Keep Information Confidential" statement below). All remaining proposal materials will be available for public inspection and copying. In addition, all meetings of the evaluation committee are open to the public for observation.

#### **1.1.2 Initial Classification**

All proposals will be initially classified as being responsive or nonresponsive, according to ARM 2.5.602. If a proposal is found to be nonresponsive, it will not be considered further.

#### **1.1.3 Evaluation**

All responsive proposals will be evaluated based on stated criteria and evaluation factors. Submitted proposals must be complete at the time of submission and may not include references to information located elsewhere, such as the internet websites or libraries, unless specifically requested in the Jefferson County Library Board RFP document.

#### **1.1.4. Discussion/Negotiation**

Although proposals may be accepted and a contract awarded without discussion, the Jefferson County Library Board may initiate discussions should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel to Boulder, Montana to discuss technical and contractual aspects of the proposal.

#### **1.1.5. Best and Final Offer**

The "Best and Final Offer" is an option available to the Jefferson County Library Board under the RFP process allowing one or more offerors to submit a best and final offer.

Offerors may be contacted asking that they submit their best and final offer, which must include the discussed and/or negotiated changes.

### **1.1.6 Award**

Award will be made to the proposal offered by a responsive and responsible offeror which is determined to best meet the evaluation criteria and is therefore the one most advantageous to the Jefferson County Library Board.

### **1.1.7 Claims to Keep Information Confidential**

- (1) All information received in response to this RFP will be available to the public except for:
  - (a) trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, Chapter 14, Part 4, MCA;
  - (b) matters involving individual safety as determined by the Jefferson County Library Board;
  - (c) financial information requested by the Jefferson County Library Board to establish vendor responsibility unless prior written consent has been given by the vendor, as set out in Section 18-4-308, MCA; and
  - (d) other constitutional protections.
- (2) In order for an offeror to request that material be kept confidential, the following conditions must be met:
  - (a) Confidential information must be clearly marked and separated from the rest of the proposal.
  - (b) The proposal may not contain confidential material in the cost or price.
    - a An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, Chapter 14, Part 4, MCA, must be attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" in requesting the trade secret claim. This affidavit form is available at the State Procurement Bureau's website: [www.mt.state.us/doa/ppd/tradesec.pdf](http://www.mt.state.us/doa/ppd/tradesec.pdf) or by calling (406) 444-2575.
    - b Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.
- (3) Documents not meeting all of the requirements of (1) and (2) will be available for public inspection, including copyrighted material.

## **1.2 Late Proposals**

**Proposals received after the time specified for receipt of proposals may be destroyed or returned at the offeror's expense after consultation with the offeror. *There are no exceptions to this deadline.***

### 1.3 Preparing a Response

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, an offeror must meet the intent of all mandatory requirements. Compliance with the intent of a mandatory requirement will be determined by Jefferson County Attorney. When imperative language (shall, will, must) appears in any section of the RFP, it is considered to be mandatory.

**1.3.1** Offerors shall promptly notify the Jefferson County Library Board of any ambiguity, inconsistency or error, which they may discover upon examination of this RFP.

**1.3.2** Offerors requiring clarification or interpretation of any section or sections contained in this RFP shall make a written request to the Jefferson County Library Board by the deadline described in the Schedule of Events. All written correspondence must be addressed to:

Jefferson County Library Board  
ATTN: Susan Haran  
P.O. Box 361  
Boulder MT  
Phone: 406-225-4308 or 406-461-6701

**1.3.3** Each offeror submitting written questions must clearly address each question by reference to a specific section, page and item of this RFP. **An official written answer will be provided to all questions received by 2:00 p.m. (local time) on May 25, 2009.** Written questions received after the deadline may not be considered.

1.3.3.1 Responses to written questions will be distributed on or before May 28, 2009.

**1.3.4** Any interpretation, correction, or change of this RFP will be made by **written Addendum**. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections, or changes.

**1.3.5** The Jefferson County Library Board will issue any necessary Addenda.

**1.3.6** A point-by-point response to all numbered sections, subsections, paragraphs, subparagraphs and appendices must be submitted by each offeror in order to be considered for selection.

**1.3.6.1** Offerors must organize proposals into sections following the format of this RFP. If no exception, explanation, or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response with the following:

“(Offeror’s Name)”, understands and will comply.

- 1.3.7 Proposals should be complete to the degree that all of the information sought by this RFP is supplied in the order requested.

## 1.4 Submitting a Proposal

Offerors must submit one original and 2 copies to the Jefferson County Library Board. **Proposals must be received prior to 4:00 P.M. local time, June 3, 2009. Proposals received after this time will not be accepted for consideration. Facsimile copies are not acceptable.**

- 1.4.1 Each Offeror who submits a proposal represents that:

1.4.1.1 The proposal is based upon an understanding of the specifications and requirements described in this RFP.

1.4.1.2 Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the Jefferson County Library Board are entirely the responsibility of the offeror. The Jefferson County Library Board is not liable for any expense incurred by the offerors in the preparation and presentation of their proposals.

1.4.1.3 All materials submitted in response to this RFP become the property of the Jefferson County Library Board and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the Jefferson County Library Board and offeror resulting from this RFP process.

- 1.4.2 The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal.

- 1.4.3 A proposal may not be modified, withdrawn or canceled by the offeror following the deadline for proposal submission, or receipt of best and final offer, if required, as defined in the Schedule of Events, and offeror so agrees in submitting the proposal.

## 1.5 Rights Reserved

While the Jefferson County Library Board has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the Jefferson County Library Board of Montana to award a contract. Upon a determination such actions would be in its best interests, the Jefferson County Library Board in its sole discretion reserves the right to:

- a. waive any formality;

- b. cancel or terminate this RFP;
- c. eject any or all proposals received in response to this document;
- d. waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal;
- e. not award, or if awarded, terminate any contract if the Jefferson County Library Board determines adequate Jefferson County Library Board funds are not available.

## **1.7 Offeror Interview / Product Demonstration**

After receipt of all proposals and prior to the determination of the award, respondents may be required to make an oral presentation and product demonstration in Boulder, Montana to clarify their response or to further define their offer. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

## **1.8 Subcontracting**

The successful offeror will be the Prime Contractor and shall be responsible, in total, for all work of subcontractors. All subcontractors must be listed in the proposal. The Jefferson County Library Board reserves the right to approve all subcontractors.

**1.8.1** The contractor shall be responsible to the Jefferson County Library Board for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the Jefferson County Library Board.

## **1.9 General Insurance Requirements**

The successful offeror shall maintain for the duration of the contract, at its cost, primary insurance coverage against claims for injuries to persons or damages to property including contractual liability, which may arise from work performed under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the offeror or its officers, agents, representatives, assigns, or servants.

The offeror must provide a certificate for Commercial General Liability and Commercial Automobile Liability (Occurrence Coverage), to include bodily injury, personal injury and property damage with combined single limits of \$500,000 per claim and \$1 million aggregate per year, from an insurer with a Best's Rating of not less than A-.

This certificate MUST name the Jefferson County Library Board as an additional insured under the offeror's policy including the offeror's general supervision, products, premises and automobiles used.

A Certificate of Insurance, indicating compliance with the required coverages, must be filed with the Jefferson County Library Board within ten (10) working days of Notice of

Award. Contracts WILL NOT be issued to offerors that fail to submit this insurance certification.

#### **1.10 Workers' Compensation Insurance/Independent Contractor's Exemption**

The successful offeror is required to supply the Jefferson County Library Board with proof of Workers' Compensation Insurance or Independent Contractor's Exemption covering the offeror while performing work for the Jefferson County Library Board. Neither the offeror nor its employees are employees of the State. The proof of insurance/exemption must be valid for the entire contract period and must be received by the Jefferson County Library Board within ten (10) working days of the issuance of a Notice of Award.

Contracts will not be issued to offerors who fail to provide the required documentation within the allotted time frame.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be obtained through the Department of Labor and Industry, Employment Relations Division (406) 444-3726.

#### **1.11 Contractor's Responsibilities**

The successful offeror shall keep informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the County, State, Federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The offeror shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

#### **1.12 Offeror Competition**

The Jefferson County Library Board encourages free and open competition among offerors. Whenever possible, specifications, proposal requests, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the Jefferson County Library Board need to procure technically sound, cost-effective services.

**1.12.1** The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion of other eligible offerors and without effort to preclude the Jefferson County Library Board from obtaining the best possible price.

#### **1.13 Contract Provisions and Terms**

**1.13.1** The Jefferson County Library Board will execute a contract with the successful offeror(s). The Jefferson County Library Board requires that the RFP and the terms and conditions attached to it, the offeror's response, the best and final offer (if required), and any formal addenda to the RFP be included as part of any contract documents.

- 1.13.2** Contract terms and conditions that will be executed by the successful offeror and the Jefferson County Library Board are found in Appendix A.
- 1.13.3** Offerors should notify the Jefferson County Library Board of any terms within the sample contract that either precludes them from responding to the RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written inquiries May 28, 2009.
- 1.13.4** The contract term is for a period beginning June 10, 2009 and ending July 3, 2009. Renewals of the contract may be made at one (1) year intervals, not to exceed a total of one (1) year, at the option of the Jefferson County Library Board and the successful offeror.
- 1.13.5** The offeror agrees that, through the term of the initial contract and any agreed-upon extension that the Jefferson County Library Board will be entitled to any price reductions at least equal to any lower prices made available to any other customer of comparable volume.

## **SECTION 2**

### **SCOPE OF PROJECT**

- 2.1** The offeror shall have the full responsibility for the operation of testing for asbestos, mold and structural integrity of the Clancy library, 6 North Main, in Clancy, MT and shall see that the testing system complies with all county, state, and federal laws, regulations and special conditions, and has all applicable permits and licenses.
- 2.2** Tests for asbestos and mold, will be conducted in the currently occupied library services rooms of the Clancy library, the hallway, entry way, two bathrooms, two old school classrooms on the south end of the building and the basement. Testing will include the floors, carpets, walls, ceiling and insulation. Structural integrity will include evaluating the floors, walls, and ceilings of these same rooms to determine the potential of removing nonbearing structural components which may be partially or totally removed to make room for a more open library facility. Testing is not to be conducted in the parts of the building occupied by the Jefferson County Museum.
- 2.3** The offeror shall accept and dispose of, at all time during the term of this contract, all testing materials, whether hazardous or not.
- 2.4** All payments by the Library Board of testing for asbestos and mold are based on the number and costs per test.
- 2.5** The offeror shall hold Jefferson County and the Jefferson County Library Board harmless and shall indemnify Jefferson county in full with regard to any type of occurrence or claim whatsoever arising out of the operation and maintenance of the offeror's testing system.
- 2.6** Payment will be made by Jefferson County Library Board to the contractor within thirty days after the date of the monthly invoice.

## **SECTION 3**

### **VENDOR QUALIFICATIONS**

- 3.0** The Jefferson County Library Board may make such investigations as deemed necessary to determine the ability of the offeror to perform the services specified.
- 3.1** The Jefferson County Library Board reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the Jefferson County Library Board that offeror is properly qualified to carry out the obligations of the contract.
- 3.2** In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror and will be weighed by the Jefferson County Library Board. (Note: Each item must be thoroughly addressed. Taking exception to any requirements listed in this Section may disqualify the proposal):
- 3.2.1** Offeror shall provide a minimum of two references that are using services of the type proposed in this RFP. The references should fall within the categories identified below. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer telephone number, a complete description of the service type, and dates the services were provided. The Jefferson County Library Board reserves the right to use any information or additional references deemed necessary to establish the ability of the offerors to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.
- 3.2.2** Offerors shall demonstrate their financial stability to supply, install and support the services specified.
- 3.2.2.1** Provide financial statements, preferably audited, for previous year immediately preceding the issuance of this RFP.
- 3.2.3** Offerors shall specify how long the company submitting the proposal has been in business (doing similar projects).
- 3.2.4** Evidence that the proposer is licenced under the laws of the State of Montana.

## **SECTION 4**

### **RFP FORM**

- 4.1** Proposer's name, address, telephone number:
- 4.2** Offeror to furnish a report of the information requested herein.
- 4.4** Any additional information, requirements, suggestions or proposals that may be relevant to these requirements:

## SECTION 5

### EVALUATION CRITERIA

**5.0.1** The evaluation committee will separate proposals into “responsive” and “non-responsive” proposals. Non-responsive proposals will be eliminated from further consideration. Items that are considered mandatory as part of the proposal include a completed RFP form, references, operating licence, and. hours of availability.

**5.0.2** The evaluation committee will evaluate the remaining proposals and determine whether to award the contract to the best proposal or to seek a best and final offer before awarding a contract. Selection and award will be based on the offeror’s proposal and other items outlined in this RFP. Responses must be complete and address all the criteria listed. Information or materials presented by offerors outside the formal response or subsequent “best and final offer,” if requested, will not be considered and will have no bearing on any award.

#### 5.1 Evaluation Criteria

The evaluation committee will review and evaluate the offers according to the following criteria:

<b>Technical/Operational Abilities</b>	<b><u>70</u> points</b>
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<b>Category Point Value</b>	<b>Section of RFP</b>
A. Knowledge of process and experience in testing for mold, asbestos and structural integrity. B. Timing (meeting Library Boards schedule) of the report completion. C. Quality of the report based on prior examples of the offeror.	



<b>Cost Analysis</b>	<b><u>30</u> of points</b>
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- A. Cost Per Test  
B. Report preparation costs  
C. Additional or special costs

## **APPENDIX A**

### **STANDARD CONTRACT**

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1. Parties
2. Effective Date, Duration and Renewal
3. Services to be Provided
4. Consideration/Payments
5. Access and Retention of Records
6. Assignment, Transfer and Subcontracting
7. Favorable Prices
8. Hold Harmless/Indemnification
9. Performance Security
10. Insurance
11. Worker's Compensation/Independent Contractor
12. Compliance with Laws
13. Contract Termination
14. Project Management and Implementation
15. Scope, Amendment and Interpretation
16. Execution

## **Environmental Engineering Testing Agreement**

### **1. PARTIES**

THIS CONTRACT, is entered into by and between the Jefferson County Library Board, (hereinafter referred to as "JCLB") whose address and phone number are P.O. Box 361, Boulder, Montana, 59632, 406-225-4308 or 406-461-6701 and \_\_\_\_\_, (hereinafter referred to as the "Contractor"), whose nine (9) digit Federal ID Number, address and phone number are, \_\_\_\_\_ and \_\_\_\_\_.

### **THE PARTIES AGREE AS FOLLOWS:**

### **2. EFFECTIVE DATE, DURATION AND RENEWAL**

(a) This contract shall take effect on June 10, 2009. The Contract shall terminate on July 3, 2009 unless terminated earlier in accordance with the terms of this Contract.

(b) This contract and its identical terms may be renewed by JCLB for two additional periods of one months duration, not to exceed one years total.

### **3. SERVICES AND/OR SUPPLIES**

Contractor agrees to provide to JCLB a report and the results of asbestos, mold and structural testing at the Clancy Library building.

### **4. CONSIDERATION/PAYMENT**

In consideration for the services to be provided, JCLB shall pay within thirty days after the date of the monthly invoice

- a. The JCLB may withhold payments to the contractor if the contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to JCLB caused by the lack of performance.

### **5. ACCESS AND RETENTION OF RECORDS**

(a) The contractor agrees to provide JCLB, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance.

(b) The contractor agrees to create and retain records supporting the services rendered (or supplies delivered) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the JCLB or a third party.

### **6. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

The contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of JCLB, except for structural integrity testing, if these services are needed by the offeror.

## **7. FAVORABLE PRICES**

Contractor agrees that, through the term of the initial contract and any agreed-upon extension, JCLB will be entitled to any lower prices made available to any other customer of comparable volume.

## **8. HOLD HARMLESS/INDEMNIFICATION**

The contractor agrees to indemnify the JCLB, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under this or a subsequent contract, all to the extent of the contractors negligence.

## **9. INSURANCE**

(a) The Contractor shall maintain for the duration of the contract, at its cost, primary insurance coverage against claims for injuries to persons or damages to property including contractual liability that may arise from work performed under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, employees or servants.

(b) The contractor must provide a certificate for Commercial General Liability and Commercial Automobile Liability (Occurrence Coverage), to include bodily injury, personal injury and property damage with combined single limits of \$500,000 per claim and \$1 million aggregate per year, from an insurer with a Best's Rating of no less than A-.

(c) This certificate MUST name the JCLB as an additional insured party under the contractor's policy including the contractor's general supervision, products, premises and automobiles used.

(d) A Certificate of Insurance, indicating compliance with the required coverages, has been filed with the JCLB.

## **10. WORKERS/ COMPENSATION/INDEPENDENT CONTRACTOR**

Contractors are required to maintain Workers' Compensation or an Independent Contractors Exemption covering the contractor and/or employees while performing work for the State of Montana in accordance with 39-71-120/401/405, Montana Code Annotated. This insurance/exemption must be valid for the entire contract period.

## **11. COMPLIANCE WITH LAWS**

The contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with Section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

## **12. CONTRACT TERMINATION**

(a) JCLB may, by written notice to the contractor, terminate this contract in whole or in part at any time the contractor fails to perform this contract.

(b) JCLB, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See 18-4-313(3), MCA).

## **13. LIAISON AND SERVICE OF NOTICES**

Written notices or complaints will first be directed to the liaison.

Contractor Liaison:

\_\_\_\_\_(Name)  
\_\_\_\_\_(Vendor's Name)  
\_\_\_\_\_(Address)  
\_\_\_\_\_(City, State, ZIP)  
\_\_\_\_\_(Telephone #)  
\_\_\_\_\_(Fax #)

JCLB Liaison:

(Name)  
Susan Haran, Secretary of the JCLB ( Name)  
P.O. Box H (Address)  
Boulder, MT. 59632 (City, State, ZIP)  
406-225-4408 or 461-6701 (Telephone #)  
\_\_\_\_\_(Fax #)

## **14. PROJECT MANAGEMENT AND IMPLEMENTATION**

All project management and coordination on behalf of JCLB shall be through a single point of contact designated as the JCLB Project Manager. Contractor shall designate a Contractor Project Manager who will provide the single point of contact for management and

coordination of contractor's work. All work performed pursuant to this contract shall be coordinated between the JCLB Project Manager and the Contractor Project Manager.

\_\_\_\_\_ will be the JCLB Project Manager.  
\_\_\_\_\_ will be the Contractor Project Manager.

JCLB Project Manager/Contractor Project Manager may be changed by written notice to the other party.

#### **15. CHOICE OF LAW AND VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the Fifth Judicial District in and for the County of Jefferson, State of Montana and each party shall pay its own costs and attorney fees. (See 18-1-401, MCA).

#### **16. SCOPE, AMENDMENT AND INTERPRETATION**

(a) This contract consists of \_\_\_\_ numbered pages, any Attachments as required, RFP # \_\_\_\_\_ as amended and the contractor's response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

(b) These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

#### **17. EXECUTION**

The parties through their authorized agents have executed this contract on the dates set out below.

JEFFERSON COUNTY  
LIBRARY BOARD

CONTRACTOR'S NAME

ADDRESS  
CITY, STATE, ZIP  
FEDERAL ID #

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Name  
Title

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_